



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
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December 8, 2005

IN REPLY PLEASE  
REFER TO FILE: **EP-3**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**TOTALLY AGAINST GRAFFITI (TAG) PROGRAM  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the Totally Against Graffiti (TAG) Program meets the social needs of the County.
2. Approve the enclosed Agreement with KCBS Marketing, a division of Infinity Broadcasting/Viacom, to allow the County through the Graffiti Abatement Program to participate in KCBS Marketing's TAG Program. This Agreement will be for a period of one year commencing upon Board approval with two 1-year renewal options not to exceed a total contract period of three years.
3. Instruct the Mayor to execute this Agreement.
4. Authorize Public Works to encumber an annual amount not to exceed \$596,750 for the initial one-year term of the Agreement. Funds are available in Fiscal Year 2005-06 Public Works Budget in Public Ways/Public Facilities Fund, Special Road District Fund, and Flood Control District Fund.

5. Authorize the Director of Public Works to renew this Agreement if funding is available for each additional year if warranted or to terminate if, in the opinion of the Director, it is in the best interest of the County to do so.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On September 28, 1993, under the leadership and direction of your Board, Public Works was instructed to implement a Countywide zero tolerance anti-graffiti effort. The plan is a broad-based, interjurisdictional effort to combat serious blight on urban landscape and includes physical clean-up efforts, legislative strategies, law enforcement and judicial intervention, a proactive public information campaign, as well as focused diversion and prevention efforts.

Taggers are not particular to any specific socioeconomic group. Parents should be aware of their children's activities and realize that vandalism penalties can impact not only their children, but can also affect the parents financially. The cost of graffiti damage in the United States is staggering. The County of Los Angeles' 88 cities, the unincorporated areas, Caltrans, and the Metropolitan Transportation Authority spend approximately \$64 million dollars annually in their efforts to remove graffiti.

KCBS Marketing designed and developed a strategic integrated marketing program called Totally Against Graffiti (TAG) which includes research, press releases, theme design, creative production, access to corporate sponsors, access to a high-profile theme park, and access to the media and programming departments, all to enhance the TAG Program. TAG is the sole registered trademark owned by KCBS. This program creates a highly publicized and powerful educational message that motivates kids and the community to work together to fight the occurrence of graffiti.

KCBS Marketing is a strong sales, marketing, and promotions agency, a division of Infinity Broadcasting/Viacom, and the Number 1 platform in the world for advertisers. As such, KCBS Marketing can provide insider access to all Infinity Broadcasting/Viacom-owned media properties (broadcast and cable television, radio, and outdoor), programming, news, and creative departments.

KCBS Marketing has developed strong relationships with each of the Infinity Broadcasting/Viacom properties and is able to: (1) create synergistic programs for an effective multifaceted program; (2) design and execute programs across each media property to leverage the power of this program's message; and (3) leverage the turn-key benefits of each Viacom property through an internal communication network, unmatched in the media world.

The County has participated in, and has been the title sponsor of the TAG Program for a period of four years and wishes to continue its participation. Because of the prior relationship with KCBS Marketing, no extended negotiation period was necessary, and, therefore, did not require prior notification to the Board of the Department's intention to negotiate a sole source agreement with KCBS Marketing. This Agreement with KCBS Marketing will assist the County in reaching the public with promoting the County's anti-graffiti educational message, enhance the County's image as a leader in the anti-graffiti education area, and highlight how the County is contributing to increasing the quality of life of residents in Southern California.

The County's participation in this program is designed around an educational/reward program for keeping clearly defined areas of the County free from graffiti. This Agreement with KCBS Marketing will assist the County in reaching the public by promoting the County's anti-graffiti educational message, enhancing the County's image as a leader in the anti-graffiti education area, and highlighting how the County is contributing to increasing the quality of life.

#### **Implementation of Strategic Plan Goals**

This program will satisfy the County Strategic Plan Goal of Children and Families' Well-Being. This educational program will affect the well being of all living in the affected areas. Prevention and timely removal of graffiti addresses urban blight to enhance the quality and attractiveness of neighborhoods for residents and businesses.

#### **FISCAL IMPACT/FINANCING**

There is no impact to the County's General Fund.

The total annual cost of the project is estimated at \$596,750. Funds are available in Fiscal Year 2005-06 Public Works Budget in Public Ways/ Public Facilities Fund for \$380,000, Special Road Districts Fund for \$156,750, and Flood Control District Fund for \$60,000.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This Agreement is authorized under Government Code Section 26227, upon your Board's finding that this educational program meets the social needs of the County. This Agreement has been signed by KCBS Marketing and approved as to form by County Counsel.

**ENVIRONMENTAL DOCUMENTATION**

This recommended action does not constitute a project as defined by the California Environmental Quality Act, because it can be seen with certainty there is no possibility the activity in question may have a significant negative effect on the environment, and therefore is not subject to its provisions.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this Agreement will not result in the displacement of any County employees.

**CONCLUSION**

Please have the original and one copy of the contract signed by the Mayor. Please return the signed copy for KCBS Marketing to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,



DONALD L. WOLFE  
Director of Public Works

VJH:td  
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Enc. 3

cc: Chief Administrative Office  
County Counsel



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

---

KCBS MARKETING, a division of  
Infinity Broadcasting/Viacom

FOR

TOTALLY AGAINST GRAFFITI (TAG) PROGRAM

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## **AGREEMENT**

THIS AGREEMENT, is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as COUNTY, and KCBS Marketing, a division of Infinity Broadcasting/Viacom, hereinafter referred to as KCBS or contractor.

## **WITNESSETH**

WHEREAS, on September 28, 1993, under the leadership and direction of the Board of Supervisors of COUNTY, the COUNTY'S Department of Public Works was instructed to implement a Countywide zero tolerance anti-graffiti effort. The plan is a broad-based, inter-jurisdictional effort to combat serious blight on the urban landscape, and includes physical clean-up efforts, legislative strategies, law enforcement and judicial intervention, a proactive public information campaign, as well as focused diversion and prevention efforts; and

WHEREAS, Public Works' Graffiti Abatement Program is a leader in zero tolerance; and

WHEREAS, In 2001 KCBS has developed and successfully executed the Totally Against Graffiti Program (TAG) which is designed as an integrated, educational, and community outreach program.

WHEREAS, KCBS has registered and trademarked this highly powerful education and reward program which is directed at the elementary school level to motivate students and the community to work together to fight the occurrence of graffiti; and

WHEREAS, KCBS is the leading force in bringing all the elements together to execute the TAG Program, address the Board's graffiti abatement directives, ties in the community and properly targets the youth culture (the COUNTY'S target market) to make a difference in the fight against graffiti; and

WHEREAS, KCBS has conducted substantial research that uncovered important facts that are valuable to the COUNTY when launching a program targeting the youth culture. It is this research that helps the COUNTY efficiently meet their graffiti abatement directives; and



WHEREAS, the Board has this AGREEMENT for the TAG Program is authorized under Government Code Section 26227 which requires the Board to find that this educational program meets the social needs of the County; and

WHEREAS, the Board had made such a finding; and

WHEREAS, the COUNTY has previously contributed funds for the past four years to the TAG Program to assist the COUNTY in meeting the social needs of its residents by taking a leadership role in this highly publicized and powerful program; and

WHEREAS, the COUNTY has participated and has been the title sponsor of the TAG program for four years and wishes to continue its participation in the TAG Program at an enhanced level.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by KCBS and COUNTY, and of the promises herein contained, it is hereby agreed as follows:

A. KCBS AGREES TO:

1. Coordinate and implement all the elements of the TAG Program.
2. Provide creative development and production, which includes printing of posters, fliers, calendars, stickers, signs, development of television on-air graphics/slides, and radio commercials (Appendix A).
3. Provide Communications Management services (Appendix B).
4. Provide a unique grass roots marketing program that opens the door for the COUNTY to have a presence at community events, concerts, sporting events, grand openings, and other lifestyle events in the COUNTY via the TAG RV (Appendix C).
5. Provide a detailed media plan, which includes promoting the COUNTY'S support of the TAG Program and the fight against graffiti with the goal of reaching the community in a continuous manner (Appendix D).
6. Provide continuous Internet communication and web support via the TAG website (Appendix E).
7. Provide detailed in-school communication pieces and contests via the secured relationship with County of Los Angeles Office of Education, various unified school

districts, principals, and individual school personnel (Appendix F).

8. Provide an experienced management team, with expertise in implementing a program of this size, to manage all the details of the TAG Program (Appendix G).
  9. Include COUNTY seal logo and approved educational messages on all TAG Program printed material and marketing elements.
  10. Provide these services in accordance with Appendix H. COUNTY'S standard terms and conditions pertaining to contract administration.
- B. COUNTY AGREES TO: Make the following contributions to KCBS upon KCBS completing the following organization and general management related milestones:
1. KCBS to provide Creative Development & Production (Appendix A). COUNTY'S contribution not to exceed \$150,000.

Payment of Appendix A breaks down as follows:

Payment 1 deliverables: Creative draft samples of posters, flyers, calendars, television on-air graphics/slides, radio commercials, bookmarks, RV wrap, website button, and T.A.G. Homework Book. Payment not to exceed \$75,000.

Payment 2 deliverables: Actual printed versions of the posters, flyers, calendars, bookmarks, T.A.G. Homework Book, and web button. Actual copies of the TV and radio commercials. Synopsis of graphics used for the entire T.A.G Program (including additional elements created during the course of this agreement) with examples of their application, final report to include copies of all elements used for TAG Program with a report of quantities created and distributed. Payment not to exceed \$75,000.

2. KCBS to provide details of Communication Management strategy (Appendix B). COUNTY'S contribution not to exceed \$46,750.

Payment of Appendix B breaks down as follows:

Payment 1 deliverables: Samples of first three press releases, with proof of distribution and summary of call backs and results. Master press kit with summary of mailing list, call backs, and results. Payment not to exceed

\$23,375.

Payment 2 deliverables: Samples of last three press releases, with proof of distribution and summary of call backs and results. Final summary of entire press program, with results - including dates and detail of exposure (i.e. copies of interviews, copies of articles, summary of who the message reached). Payment not to exceed \$23,375.

3. KCBS to provide a detailed execution plan of Mobile and Event Marketing opportunities to include: calendar of events, recaps of each event with description, website communication with list of upcoming RV events, bio of RV trained staff, and RV wrap design (Appendix C). COUNTY'S contribution not to exceed \$195,000.

Payment of Appendix C breaks down as follows:

Payment 1 deliverables: Picture of the wrapped RV that will hit the streets. Sample of RV calendar (containing dates, name of events, and estimated attendance figures), bio of trained RV driver and staff, and samples of the website updates of RV appearances. Recap of 15 events, including pictures and summary of event and exposure obtained. Payment not to exceed \$170,625.

Payment 2 deliverables: Summary of all events the RV attended (minimum of 40 throughout the year), with recap of events, pictures, attendance figures, success stories/letters, and additional press garnered from the RV. Payment not to exceed \$24,375.

4. KCBS to provide a detailed media plan and added value opportunities with media partners (Appendix D). Contribution not to exceed \$94,600.

Payment of Appendix D breaks down as follows:

Payment 1 deliverables: Detailed report of why media was selected, dates media will run, synopsis of expected number of spots to air, final copies of thirty-second TV commercial(s) and sixty-second Radio commercial(s). Payment not to exceed \$47,300.

Payment 2 deliverables: Final report of actual spot times with summary of additional exposure obtained. Summary report of success of media campaign. Payment not to exceed \$47,300.

5. KCBS to provide a plan for website strategy and update capabilities including monthly updates and special features (Appendix E). Contribution not to exceed \$30,000.

Payment of Appendix E breaks down as follows:

Payment 1 deliverables: Detailed summary of existing webpage content. Creation of 3 "Featured TAG School" highlights. Update on TAG RV appearances highlighted on the website. Payment not to exceed \$15,000.

Payment 2 deliverables: Summary report of success of website strategy. Summary of monthly site activity and overall summary of how the website was used to promote TAG activities, press releases, Multi Agency Graffiti Intervention Committee meetings etc. Payment not to exceed \$15,000.

6. Provide a detailed plan for school contests and communication pieces (Appendix F). Contribution not to exceed \$30,400.

Payment of Appendix F breaks down as follows:

Payment 1 deliverables: Sample of all in-school communication pieces created for the TAG program. Payment not to exceed \$15,200.

Payment 2 deliverables: Summary of results of each in-school letter (with school addresses and dates mailed), copies of collected evaluation forms with a summary of recommendations for the following year and summary of contest participation and results. Payment not to exceed \$15,200.

7. Provide an experienced management team to manage all the details of the TAG Program (Appendix G). Contribution not to exceed \$50,000.

Payment of Appendix G breaks down as follows:

Payment 1 deliverables: List of all prizes secured, or those being secured, for winning schools with quantities. List of sponsors and/or partners secured with summary report of deliverables from each. Copies of agreement letter with the COUNTY of Los Angeles Office of Education. Copy of Sponsorship Overview Deck. Payment not to exceed \$25,000.

Payment 2 deliverables: Recap pictures of winning school days, with dates and summary of prizes awarded for each school. Copies of the school mailing list with dates schools have been contacted. Summary of sponsors talked to regarding TAG program opportunities and list of sponsors/partners secured with summary of deliverables from each partner. Payment not to exceed \$25,000.

8. Provide a list of all COUNTY schools and their geographic locations by all five County Supervisorial Districts.

C. COUNTY AND KCBS MARKETING MUTUALLY AGREE AS FOLLOWS

1. All TAG Program materials which include the use of the names and/or emblems of KCBS and COUNTY shall be reviewed and approved in writing by the respective parties. All use of the names and/or emblems shall be consistent with the graphic standards of the respective parties.
2. COUNTY'S total obligation under the terms of this Agreement shall not annually exceed \$596,750 or such greater sum as the COUNTY'S Board of Supervisors may approve. If the COUNTY extends the term of this AGREEMENT, the COUNTY'S maximum total obligation shall not exceed \$596,750 or such greater sum as the COUNTY'S Board of Supervisors may approve in any given year and for each subsequent year, if funding is available.
3. This AGREEMENT will commence upon approval by COUNTY'S Board of Supervisors, and continue for a period of one year. At the sole discretion of the COUNTY, this AGREEMENT may be extended in increments of one year, not to exceed a total contract period of three years. If the COUNTY desires to extend this AGREEMENT term, the COUNTY, acting through the Director of Public Works, will give a written notice of intent to extend the term at least 30 days prior to the end of each term. This AGREEMENT may be canceled or terminated at any time by the COUNTY without cause upon the giving of at least 30 days' written notice to the KCBS.
4. This AGREEMENT can only be amended by mutual written consent of both KCBS and COUNTY.

F. ENTIRE AGREEMENT

This document constitutes the entire agreement between COUNTY and KCBS and may be modified only by further written agreement/amendment between the parties hereto.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the KCBS has hereunto subscribed its name by and through its officers thereunto duly authorized as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

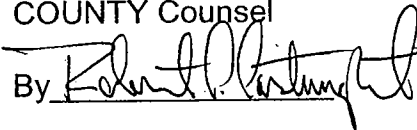
By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the COUNTY of Los Angeles


APPROVED AS TO FORM:

~~RAYMOND G. FORTNEIR~~  
~~LLOYD W. PELLMAN~~  
COUNTY Counsel

By 

By \_\_\_\_\_  
Deputy

KCBS MARKETING, a division of Infinity Broadcasting/ Viacom

By  11/16/05  
JEFF FEDERMAN, VICE PRESIDENT  
AND GENERAL MANAGER



**TALE**  
TOTALLY AGAINST GRAFFITI

**Stop Graffiti and We All Win!**



Award Winning!

# TALE<sup>TM</sup>

**TOTALLY AGAINST GRAFFITI**

**Stop Graffiti and We All Win!**  
**To Report Graffiti Call 1-800-675-4357**

**2005-2008**  
(PROGRAM BREAKDOWN PER YEAR)

**PRESENTED BY THE KCBS MARKETING TEAM**

DANIELLE MOSHER, MARKETING SPECIALIST

JEFF FEDERMAN, VP/GM/DOS INFINITY L.A.

ROSEMARY HERNANDEZ, EXECUTIVE DIRECTOR

JOHN TOBIN, OPERATIONS MANAGER

ANDREW RANGEL, CREATIVE DESIGN MANAGER



**To Report  
Graffiti Call  
1-800-675-4357**



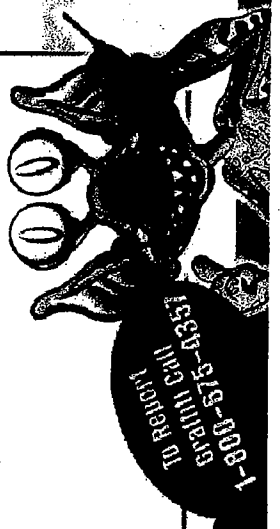
**STOP Graffiti and We All Win!**



## PURPOSE OF ACTION

In the continuous fight to reach the objectives of the Graffiti Abatement directives, it is essential that the County continue to be the title sponsor of the well established and successful T.A.G. Program. Each year, the County must be proactive in an effort to reach the new flux of children that enter the schools each year, while strengthening the position they currently have with the students who have already been exposed to the T.A.G. Program over the past four years. As the campaign continues to grow, the County will reach more kids and make more of an impact within the community. KCBS FM Marketing, in collaboration with corporate sponsors, non-profits, and government agencies, hosts this education/reward program for keeping clearly defined areas of Los Angeles County free from graffiti. The goal of the next generation of the T.A.G. Program will be to continuously evolve and meet the goals of what the community needs to help be ahead in the fight against graffiti. KCBS Marketing will continue to leverage the existing corporate relationships, while extending the momentum of the already proven and powerful educational messages of the T.A.G. brand. TAG V will continue to grow with the County of Los Angeles and will open the doors for new sponsors and other unique community outreach endeavors to penetrate the Anti-Graffiti message even further into the hearts of the community. County participation in the next evolution of TAG would assist in:

- Meeting the County's state and federal obligations
- Promoting the County's educational message
- Enhancing the County's image as a leader in the graffiti education area
- Demonstrating it's contribution to the quality of life of residents in Los Angeles County







**TALE**  
Talent Acquisition & Employment

**Stop Gratuit and We All Win!**



**2**

**Safe Schools  
Counselor**

## PROGRAM BREAKDOWN

As title sponsor, the County of Los Angeles will benefit from a variety of services and opportunities:

- Creative Development & Production
- Communications Management
- Mobile & Event Marketing
- Media
- Website
- School Contests & Communication
- Management & Logistics



To Report  
Graffiti call  
1-800-575-0337



## APPENDIX A

STOP GRAFFITI AND WE ALL WIN!

# CREATIVE DEVELOPMENT + PRODUCTION



### Brand Identity/Licensing

- Use of T.A.G. logo, selected color schemes, slogan, tagline, TAG characters for all artwork created for the program

Each year, we will create a new version of the communication pieces

- Posters - 6,000 (creation, production, printing and one address shipping to the County)
- Flyers - 500,000 (creation, production, printing and one address shipping to the County)
- Calendars - 200 (creation, production, printing and one address shipping to the County)
- TV Graphics - 2 spots (script development, filming, securing acting talent, coordination of staff, production and distribution to Nickelodeon T.V.)
- Radio Commercials - 5 commercials (:60s and :30s to be used a commercials and PSAs)
  - Script development, production, voice talent and distribution
  - Creation of 50 CDs for distribution to radio properties (containing Spanish and English versions of each commercial)
- Bookmarks - 200,000 (creation, production, printing and one address shipping to the County)
- RV Wrap - 1x artwork change that will run for duration of contract- maximum 3 years
- Website Button - (one each year)
- T.A.G. Homework Book artwork & Internal educational pieces - (one each year) - collecting of content, theme ideation, creative, layout and design (no printing)
- Final Recap - Documentation, recap, auditing photography of the entire campaign and documentation of activities and results
  - Includes creation of Recap Template - (one each year)
  - Eight copies of the entire recap, with summation of entire program, deliverables and results
  - Eight CD copies of all radio commercials used for the program
  - Eight copies of the T.V. commercial
  - Pictures of all in-school, RV and event activities associated with the program

The Graffiti Abatement program of Los Angeles County, for the contribution not to exceed \$150,000 shall be provided a minimum of these deliverables including a detailed synopsis of draft creative submitted, final artwork selected, quantity printed or created, dates mailed and results of distribution for this set package fee. If additional costs are incurred in the development of any or all of these elements, they will be at no additional cost to the County.



To Report  
Graffiti call  
1-800-875-4537



## APPENDIX B

**STOP GRAFFITI AND WE ALL WIN!**



# COMMUNICATION MANAGEMENT

One of the most powerful tools in our arsenal is Communication Management, including message development, public relations and media relations. Recent research has demonstrated that marketing messages delivered through "public relations vehicles" score among the highest in consumer trust and memorability. The public communications capabilities of our unit allow us to strategically articulate the many facets of a KCBS Marketing campaign in both traditional and non-traditional ways that significantly enhance both the measured effectiveness and the credibility of your marketing efforts.

### We will provide the County of Los Angeles:

Development of one Master Press Kit (each year) that includes:

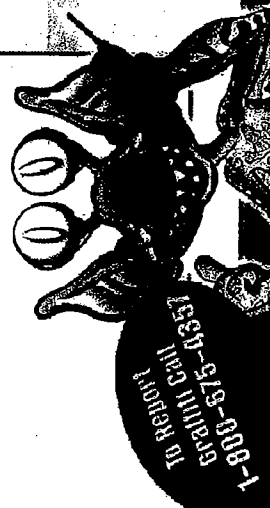
- One fact sheet about the history of T.A.G.
- Written version of the PSAs
- CD copy of the PSAs in high quality production form (Radio and T.V. version)
- T.A.G. collateral to showcase the program
- Distribution of Master Press Kit to 20 top Los Angeles radio stations
- Distribution of Master Press Kit to 10 top Los Angeles T.V. stations
- Distribution of Master Press Kit to the 5 top newspapers

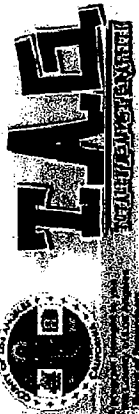
Six press releases throughout the year (Sample topics: launch of the program, 4 winning school releases, one major event press release)

- Concepting of topic
- Creation of draft
- Sending each release via electronic distribution & general faxing to local media contacts (list will be provided)
- Each press release will have a minimum of one day for press call backs, verifying story opportunities and attempting to secure press

Final Recap of media who received press release, news stories secured, interviews secured, synopsis of stations that ran PSAs

The Graffiti Abatement program of Los Angeles County, for the contribution not to exceed \$46,750, shall be provided a detailed report of Communication Management Activity.





## APPENDIX C

**STOP Graffiti and We All Win!**

# MOBILE/EVENT MARKETING



Mobile /Event Marketing in Los Angeles has become a vital part of any successful marketing and outreach plan. The T.A.G. RV has been one of the key elements to the growing success of T.A.G. The RV memorably engages and inspires the community to help with the fight against graffiti. It has become a well recognized icon in Southern California that signifies our community commitment to cleaning up Los Angeles and making it a safer place to live.

KCBS Marketing has designed a Mobile/Event Marketing strategy that adapts to the changing needs of the community and the T.A.G. Program. In partnership with KCBS Marketing and Infinity Broadcasting, the T.A.G. RV will continue to be a major vehicle to reach the community through lifestyle events, concerts, sporting events, grand openings, school clean up days, and park appearances. The team at KCBS Marketing will flawlessly execute the planning, implementation, documentation, staffing and reporting of the RV events, the calendar and the community experience.

### **KCBS Marketing will provide the County:**

- Creation of the "new" RV wrap creative (to be approved by the County)
- Wrapping of the RV one time (changes to the artwork will incur additional fees). Wrap will be good for three years and cost will be distributed throughout three year contract.
- Access of T.A.G. message and graffiti hot line # to a very high profile Mobile vehicle that will act as a moving outdoor billboard for 12 months
- Creation and maintenance of the master and every changing RV calendar
- Communication of RV calendar will be sent to the County each time a change is made to the calendar
- Coordination of access to all appearances and community events. If formal contract is needed with a venue, KCBS Marketing will handle all legal and contractual needs.
- Coordination with the County to make sure the RV is stocked with the appropriate T.A.G. and County merchandise
- Staff: trained and licensed driver to work each event to successfully represent the County and distribute County merchandise
- Implementation and marketing of ways for the community to request the RV at no charge (online: [info@4tagla.com](mailto:info@4tagla.com) or Phone: 323-930-7598)
- Coordination of monthly updates on the T.A.G. website posting the updated RV calendar (with event names, dates and addresses)
- Securing of a minimum of 40 County approved events
- Full color recap with pictures of each event with a synopsis of the event and number of attendees
- Endeavor to secure additional marketing, provided by partners, promoting where the RV will be during the year

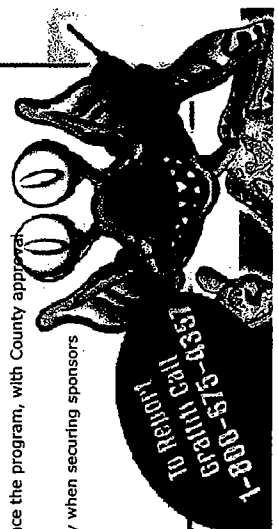
### **The County will provide:**

- Artwork approval
- All County merchandise to be distributed from the RV
- Approval of RV scheduled events and appearances

### **Terms and Conditions:**

- KCBS marketing reserves the right to bring on additional sponsors to enhance the program, with County approval
- Sponsors will have the opportunity to secure the other side of the RV
- KCBS Marketing will be sensitive to the need and associations of the County when securing sponsors

The Graffiti Abatement program of Los Angeles County, for the contribution not to exceed \$195,000, shall be provided a detailed synopsis of all RV and event activity.





## APPENDIX D

**STOP Graffiti and We All Win!**

## MEDIA PARTNERS



An already proven successful media campaign has been implemented to enhance the overall marketing strategy of the successful and award winning T.A.G. Program. In it's new evolution, the T.A.G. Program will partner with KFWB (and the Dodger Radio Network) and 93 JACK FM to specifically target the adult Los Angeles community and will continue it's long-term relationship with Nickelodeon T.V. to target kids specifically in the geographic regions of our participating T.A.G. schools. The goal of this media campaign is to reinforce the educational message being launched in the schools and into the community.

### Traditional Advertising

#### Radio: KFWB

- Sixty-second commercials
- A minimum of 120 sixty-second commercials in various dayparts to maximize frequency

#### Radio: 93 JACK FM

- Sixty-second commercials
- A minimum of 181 sixty-second commercials in various dayparts to maximize frequency

#### Cable: Nickelodeon

- We will partner with a minimum of two cable systems

*Sample: Adelphia & Comcast Spotlight*

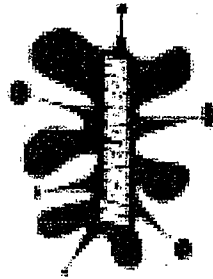
**Adelphia Zones:** East LA & Hacienda Heights

- Dayparts: M-F 2P-8P & S/S 7A-7P
- A minimum of 168 thirty-second commercials

**Comcast Spotlight:** Central Los Angeles & Compton

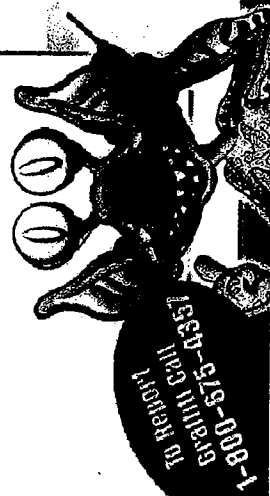
- Dayparts: M-F 2P-8P & S/S 8A-8P
- A minimum of 156 thirty-second commercials

The Graffiti Abatement program of Los Angeles County, for the contribution not to exceed \$94,600 shall be provided a detailed media plan with the goal of reaching the community in a continuous manner.



**Adelphia**

**Comcast  
SPOTLIGHT**





**T.A.G.**  
T.A.G. PROGRAM

## APPENDIX E WEBSITE

**STOP GRAFFITI AND WE ALL WIN!**



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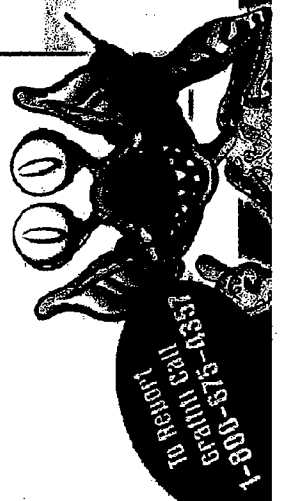
Page 38 of 40

As the T.A.G. Program has evolved, so has it's need for technology. The T.A.G. website was originally created to communicate better with our schools and the community, at no cost to the County. This project was valued at over \$45,000. Due to the high traffic demands of the website and the need to keep it updated, we have assembled a team of webmasters to help make the T.A.G. website the most useful tool for the County, the T.A.G. program and the community.

### **The County of Los Angeles will receive:**

- Access to the domain name owned by KCBS Marketing ([www.4tagla.com](http://www.4tagla.com))
- Turn-key hosting of the site each month
- Monthly maintenance of the home page with adjustments to the over 100 content pages on the site
- Monthly updates of the RV calendar
- Monthly updates of the newly released press releases, community affair interview information and/or news articles about graffiti
- Monthly updates on upcoming M.A.G.I.C. meetings and agendas
- Creation of a minimum of 5 "Featured T.A.G. School" highlight pages, showcasing the work that our participating schools are doing to help fight graffiti
- Graphic image and optimization of "Featured T.A.G. School" artwork to be highlighted on the site
- Draft concept of each school's participation for being chosen as a "Featured T.A.G. School"
- Occasional updates on new T.A.G. events throughout the year, with links to recaps and pictures of the T.A.G. program in the community
- A minimum of three Homepage Updates highlighting different aspects of T.A.G.
- Area to display all the in-school communication letters where schools can download the information needed
- Monthly recap of site activity

The Graffiti Abatement program of Los Angeles County, for the contribution not to exceed \$30,000, shall be provided a detailed summary of all website activity, traffic, and updates completed throughout the year.





## APPENDIX F

STOP GRAFTING and We All Win!

# SCHOOL CONTESTS + COMMUNICATIONS



The key to a successful in-school campaign is communication. KCBS Marketing has worked for years with the participating T.A.G. schools to continuously improve its communication methods. In partnership with a panel of teachers and principals, we have designed an effective and powerful program to disperse T.A.G. information in a non-intrusive and sensitive manner. Depending on the communication, these pieces will be mailed, faxed and/or e-mailed to make sure each school receives the information in the method with which they feel most comfortable. This school list will be updated on a monthly basis to address the ever changing needs of the schools.

### The County of Los Angeles will receive:

- *Master School List* with participating schools, their contact person, address and best methods of communication
- One *Master Introductory Principal Letter* detailing the T.A.G. program, who to call for questions, history of the program, how to use the T.A.G. website, and ways the T.A.G. Program can be of value to each school who participates.
- One *Introduction Letter to the Superintendents and Principals*, from the Los Angeles County Office of Education, showcasing its support of the T.A.G. program and its educational messages
- One *T.A.G. Poster Letter* detailing what each school should do with its posters when they arrive
- One *T.A.G. Calendar Letter* detailing what each school should do with its calendar when it arrives
- One *Flyer Letter* each time a new prize flyer is distributed to the schools, detailing what each school should do with the flyers when they arrive (minimum of 4x per year)
- One *Winning School Letter* each time a school is selected for a prize, announcing what the school will win and how they were selected (minimum 4x per year)
- One *Bookmark Letter* detailing what each school should do with the bookmarks when they arrive
- One *Clean Up Day/Assembly Letter* detailing to each school how to sign up for a T.A.G. Clean Up Day and/or T.A.G. Assembly
- One *Homework Book Letter* detailing what each school should do with their T.A.G. Homework Books when they arrive
- One *Evaluation Form* will be sent to each school, at the end of the program, so that each year we can get better
- One *Contest Letter* will be sent to each school for an opportunity to have one of their students be a part of the next years' T.A.G. Poster or Calendar

The Graffiti Abatement program of Los Angeles County, for the contribution not to exceed \$30,400, shall be provided a detailed summary and recap of all communication material created with a list of when they were sent, who they were sent to including copies and pictures at the school level.





**T.A.G.**  
T.A.G. ABATEMENT PROGRAM

## APPENDIX G

**STOP Graffiti and We All Win!**



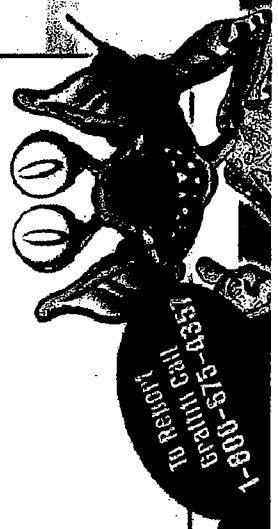
# MANAGEMENT + LOGISTICS

An experienced management team has been created to manage all the details of the program and grow the program each year. This team, lead by Marketing Specialist for KCBS Marketing, Danielle Mosher will coordinate all elements and communicate to the County the upcoming opportunities as well as results.

### **This dedicated team will:**

- Secure all pricing elements, from corporate sponsors and partners, for the winning flyers
- Negotiate to get each partner and sponsor to help market the T.A.G. Program via their community outreach efforts and/or enhance the program in a mutually agreed upon way
- Coordinate all pricing elements being delivered and distributed at the school level
- Coordinate winning school days and details of how to distribute the prizes to each school
- Communicate with teachers and principals the details of the winning school day and how to most efficiently fulfill the pricing
- Work as liaison between The County of Los Angeles Department of Education and the T.A.G. Program to guarantee educational quality of message into the schools
- Partner Procurement: continuously work to secure additional partners and sponsors into the program for enhancement of message and increased impressions into the marketplace
- Quarterly updates on clients who have been contacted regarding the T.A.G. Program in an attempt to meet their individual marketing objectives while helping the T.A.G. Program reach theirs. (Due to client confidentiality, this report will contain only the brand names of the client, the date met and the results - no names and phone numbers will be provided the County unless a sponsorship/partnership has been secured)
- Creation of a *Sponsorship Overview Deck* that will be used to pitch all possible sponsors and partners, detailing the opportunities available if the brand sponsors the T.A.G. Program
- *Sponsor/partner synopsis*. Once a sponsor/partner is secured, a synopsis of what that client or sponsor will be bringing to the table to help the T.A.G. Program will be sent to the County

The Graffiti Abatement program of Los Angeles County, for the contribution not to exceed \$50,000 shall be provided a summary of all elements created, activity and results.







**STOP GRAFFITI and We All Win!**



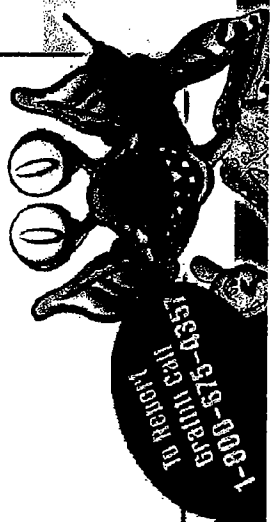
## WHAT WE PROVIDE

As Trademarked owner of the T.A.G. Program, Infinity Broadcasting and KCBS Marketing are dedicated to helping with the fight against graffiti in Los Angeles. As one of the largest media companies in the world, we will endeavor to provide assets that support the T.A.G. Program and it's efforts to fight graffiti.

We will provide:

- Access to PSA inventory on Infinity Radio stations in Los Angeles (KRTH, KTWV, KFVB, KNX, 97.1 FM, and 93 JACK FM)
- A minimum of two community affairs interviews to be aired on our Infinity Radio Stations dealing with the issues of graffiti. Recorded copies will be provided.
- Access to studio time and staff for the creation and production of Board of Supervisor PSAs
- Website exposure, with hyperlinks to [www.4tagla.com](http://www.4tagla.com), on Infinity Radio station websites (recap of web exposure secured will be provided as the inventory is available and the web button is up and running)
- The T.A.G. Program Overview will be presented internally for submission to Infinity Broadcasting's largest clients
- T.A.G. event information will be sent directly to the news desks of KFVB and KNX for possible news coverage
- We will negotiate additional exposure from Nickelodeon in the form of additional spots, access to their promotional calendar, and/or association with the Kids Choice Awards etc.
- T.A.G. merchandise will be made available to the Infinity radio station street teams for distribution at events where the RV is not attending (event calendar will be provided)

Note: Each year, the T.A.G. program receives millions in additional support secured by KCBS Marketing and Infinity Broadcasting. We look forward to continuing to make a difference in the fight against graffiti in the following years.





**THE T.A.B.**  
THE AMERICAN BOOK

**Stop Graffiti and We All Win!**



## PAYMENT

### **Creative Development & Production - \$150,000**

Fee to be paid in two parts: *Phase I & Phase II*

#### **50% upon completion of phase I**

Deliverables:

- Samples of poster, calendar, first two flyers, RV artwork, TV commercial scripts, radio commercial scripts, bookmarks, and website button

#### **50% upon completion of phase II**

Deliverables:

- Final recap of artwork (Samples of remaining flyers with pictures of posters, calendar, bookmarks and flyers in-school), copy of final production of T.V. commercials and radio commercials, Final T.A.G. Homework artwork.

### **Communications Management - \$46,750**

Fee to be paid in two parts: *Phase I & Phase II*

#### **50% upon completion of phase I**

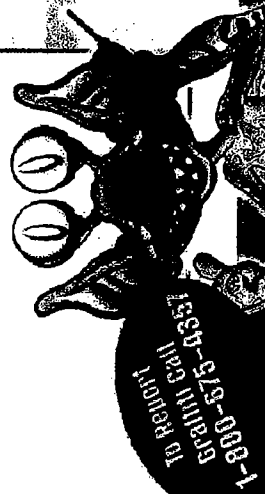
Deliverables:

- Copies of the Master Press Kit
- List of media where the Press Kits were sent
- Copies of first three approved press releases

#### **50% upon completion of phase II**

Deliverables:

- Recap of results from Master Press Kits (synopsis of interviews or articles secured by PR efforts)
- Copies of final three press releases
- Final synopsis of all press releases, media contacted (with dates), copies of interviews or articles secured





**T.A.G.**  
T.A.G. ARTISTS  
T.A.G. ARTISTS

**Stop Graffiti and We All Win!**



## PAYMENT

### Mobile and Event Marketing- \$195,000

Fee to be paid in two parts: *Phase I & Phase II*

#### 80% upon completion of phase I

Deliverables:

- Creation of Master Calendar with three months of events booked and secured
- Bio of RV Driver and qualifications
- Securing RV calendar on the T.A.G. website
- Recap of the first 15 events, with pictures
- Pictures of the new RV wrap artwork on the RV

#### 20% upon completion of phase II

Deliverables:

- Final Master Calendar sent with names of events, contact names and numbers
- Final recaps of all events (minimum of 40 events) with pictures, dates and event summary
- Thank You letters and support for the RV at events
- Synopsis of how many events took place in the defined zero-tolerance graffiti zones of the County of Los Angeles

### Media - \$94,600

Fee to be paid in two parts: *Phase I & Phase II*

#### 50% upon completion of phase I

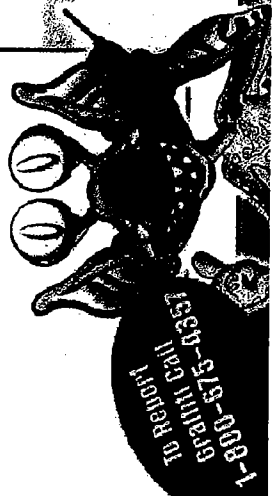
Deliverables:

- A detailed media plan of media placed and "added-value" secured

#### 50% upon completion of phase II

Deliverables:

- Synopsis of all media that ran with internal contracts detailing dates and times of commercials running
- Synopsis of all "added" value provided by media partners





**T.A.G.**  
T.A.G. MARKETING

**STOP GRABING AND WE ALL WIN!**



## PAYMENT

### Website - \$30,000

Fee to be paid in two parts: *Phase I & Phase II*

#### 50% upon completion of Phase I

Deliverables:

- County approval of all website content information
- Creation of the "Featured T.A.G. School" splash page
- Approved section for: M.A.G.I.C. updates, press releases, RV Calendar, In-school Communication, and home page

#### 50% upon completion of Phase II

Deliverables:

- Summary of all updates made to the site with what was done
- Recaps of changes with screen pictures of when changes went into effect on the site
- Final summary of site activity that was presented on monthly basis to County

### School Contests & Communication - \$30,400

Fee to be paid in two parts: *Phase I & Phase II*

#### 50% upon completion of Phase I

Deliverables:

- Final of all approved in-school communication pieces that will be sent into schools

#### 50% upon completion of Phase II

Deliverables:

- Summary of when communication pieces were sent into the schools
- Final Master School list
- Synopsis of results, contest entries, and evaluation forms

### Management & Logistics - \$50,000

Fee to be paid in two parts: *Phase I & Phase II*

#### 50% upon completion of Phase I

Deliverables:

- List of all approved upcoming pricing elements that KCBS Marketing will work to secure
- List of target accounts that KCBS Marketing will endeavor to secure as partners/sponsors for T.A.G. program
- Sample Sponsor Overview Deck

#### 50% upon completion of Phase II

Deliverables:

- Details of each winning school day and it's results
- Recap pictures of each winning school day
- Summary of relationship with County of Los Angeles Department of Education
- Detailed report of companies talk to with results
- Report of companies secured as partners/sponsors with results

Total Net Investment per year: \$596,750





**T.A.G.**  
TELEVISION AGENCY GROUP

**Stop Grapin' and We All Win!**

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**THANK YOU!**

Thank you!

The entire team at KCBS Marketing looks forward to working with you to continue and enhance the success of the award winning T.A.G. Program.

For more information, please contact:

Danielle Mosher  
Marketing Specialist  
KCBS Marketing  
323-930-7563  
dmmosher@cbs.com



To Report  
Griffin Call  
1-800-675-4337

## APPENDIX H

### SECTION 1

#### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its EEO Certification.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.
2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General

Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

## H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.
2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).
3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contract.
6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission



that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
  - a. The Contractor shall develop all publicity material in a professional manner.

- b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
- c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

- 1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to [fraud@auditor.co.la.ca.us](mailto:fraud@auditor.co.la.ca.us) and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, CA 91803-4737.
- 3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

N. Warranty Against Contingent Fees

- 1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses including but not limited to defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to the Immigration Reform and Control Act of 1986 (PL. 99-603) or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment

1. The Contractor may not delegate its duties or assign its rights under this Contract, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Contract at the Director's sole and absolute discretion shall be null and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.
2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a written formal assignment agreement whereby the assignee agrees to assume all obligations in this Contract. The Contractor's request to the Director for approval of an assignment shall include all applicable information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial

records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

- a. The County may, subject to the provisions of Subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
  - i. If the Contractor has materially breached this Contract; or
  - ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
  - iii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part pursuant to this Subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the

Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

## 2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.



4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

COUNTY

Department of Public Works  
Environmental Programs Division  
Fred Rubin, Assistant Deputy Director  
900 South Fremont Avenue  
Alhambra, CA 91803

KCBS Marketing

Danielle Mosher  
KCBS Marketing  
5901 Venice Boulevard  
Los Angeles, CA 90034

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

**CC. Changes and Amendments of Terms**

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.
4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as are required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

**DD. Confidentiality**

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

**EE. Contractor's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under

California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## SECTION 2

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

#### B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including but not limited to, claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the California Health & Safety Code or pursuant to any Federal, state, or local environmental law, regulation or mandate, administrative or judicial.

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise

due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
  - a. Specifically identify this Contract.
  - b. Clearly evidence all coverage required in this Contract.
  - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
  - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, it's special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.
  - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:
  - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
  - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
  - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
  - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
  - a. General Aggregate: \$2 million
  - b. Products/Completed Operations Aggregate: \$1 million
  - c. Personal and Advertising Injury: \$1 million
  - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
  - a. Each Accident: \$1 million
  - b. Disease - policy limit: \$1 million
  - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
- a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
  - b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.



### SECTION 3

#### CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors of the Contractor.

## SECTION 4

### CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

#### A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

#### B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## SECTION 5

### SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
(Type of Goods or Services):		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.**

**Part I: Jury Service Program Is Not Applicable to My Business**

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name:	Title:
Signature:	Date:

## CONFLICT OF INTEREST CERTIFICATION

I, \_\_\_\_\_

- ☐ sole owner  
☐ general partner  
☐ managing member  
☐ President, Secretary, or other proper title) \_\_\_\_\_

 of \_\_\_\_\_  
 Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010; which provides as follows:

**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract; and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed \_\_\_\_\_

Date \_\_\_\_\_

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input type="checkbox"/> YES <input type="checkbox"/> NO

Authorized representative	
Signature	Date



**GAIN/GROW EMPLOYMENT COMMITMENT**

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

**OR**

- ☐ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title
Firm Name	Date

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**CERTIFICATION****YES****NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

( )

( )

**OR**

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

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Date

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Name and Title (please type or print)